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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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### MODIFICATION AND EXTENSION OF MORTGAGE

<b>BORROWER</b> Fluid Power Services, Inc.		<b>MORTGAGOR</b> Russell S. Rubino Amy M. Rubino	
<b>ADDRESS</b> 5050 W. 45th Street Gary, IN 46408		<b>ADDRESS</b> 8472 Wheeler Place Crown Point, IN 46307	
<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b> 35-2032140	<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b> 315-62-4563
<b>ADDRESS OF REAL PROPERTY:</b> 8472 Wheeler Place Crown Point, IN 46307			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 24th day of June, 2000, is executed by and between Mortgagor and MERCANTILE NATIONAL BANK OF INDIANA 5243 HOHMAN AVENUE, HAMMOND, IN 46320 ("Lender").

A. On DECEMBER 24, 1997, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of FORTY-THREE THOUSAND SIX HUNDRED SEVENTY-SEVEN AND NO/100 (\$ 43,677.00), which Note was secured by a mortgage ("Mortgage") executed by Mortgagor for the benefit of Lender encumbering the real property described on Schedule A below and recorded on JANUARY 15, 1998 at 98003477 in the records of the Lake County Recorder of Lake County, Indiana. The Note and Mortgage and any other related documents are hereafter cumulatively referred to as the "Loan Documents."

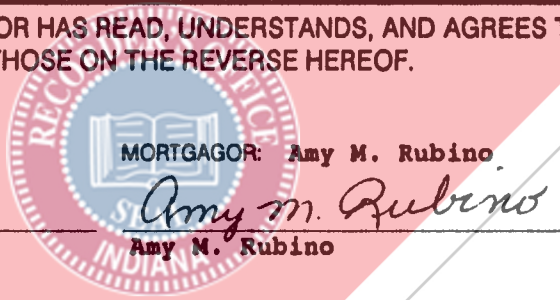
B. The parties have agreed to modify and extend the maturity date of the Note, and it is necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:

1. The maturity date of the Note is extended to JUNE 24, 2005, at which time all outstanding sums due to Lender under the Note shall be paid in full.
2. The parties acknowledge and agree that, as of JUNE 24, 2000, the unpaid principal balance due under the Note was \$ 72,260.13, and the accrued and unpaid interest on that date was \$ 0.00.

MORTGAGOR ACKNOWLEDGES THAT MORTGAGOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE ON THE REVERSE HEREOF.

Dated:

MORTGAGOR: Russell S. Rubino  
*Russell S. Rubino*  
Russell S. Rubino



MORTGAGOR: Amy M. Rubino  
*Amy M. Rubino*  
Amy M. Rubino

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3. The Mortgage is further modified as follows:

Combined note #41685 and #41679

4. Mortgagor represents and warrants that Mortgagor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below.

5. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified.

6. Mortgagor agrees to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

**SCHEDULE A**

Lot 109 in Heather Hills Unit 8, as per plat thereof, recorded in Plat Book 49 page 132, in the Office of the Recorder of Lake County, Indiana.



STATE OF INDIANA )  
COUNTY OF Lake ) ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Russell J. + Amy M. Rubino, who executed the foregoing  
\_\_\_\_\_ in my presence and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 24~~th~~ day of June 2000.

SANDY J. CLIFFORD  
NOTARY PUBLIC, Porter County, Indiana  
My Commission Expires October 25, 2006  
Resident Of Lake County, Indiana

Sandy J. Clifford  
Notary Public Residing In Lake County

My Commission Expires: 10/25/06

SANDY J. CLIFFORD  
Printed Signature

STATE OF INDIANA )  
COUNTY OF \_\_\_\_\_ ) ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ of \_\_\_\_\_, the \_\_\_\_\_ a(n) \_\_\_\_\_, who executed the foregoing \_\_\_\_\_ for and on behalf of said \_\_\_\_\_ in my presence and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_.

Notary Public Residing In \_\_\_\_\_ County

My Commission Expires: \_\_\_\_\_

Printed Signature



THIS DOCUMENT WAS PREPARED BY:  
Chris A. Chatfield/dlg

AFTER RECORDING RETURN TO LENDER.

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